

This Contractor Agreement (Agreement) is entered into this ____ day of _____, 2017, by and between NORTH FIGUEROA ASSOCIATION, Association), and MISTY IWATSU, an independent contractor (Contractor), in consideration of the mutual promises made herein, as follows:

Term of Agreement

This Agreement will become effective on July 1, 2017, and will continue in effect until: June 30, 2018. Starting July 1, 2018, unless either party provides 30 days written notice the contract automatically renews at the increased rate of 10% per year thereafter.

Services to be Rendered by Contractor

Contractor agrees to provide services in the following areas:

Legislation

- Serve as conduit for official communications between the Association and governmental agencies.
- Represent the Association with governmental officials and agencies and at public hearings as directed by the Board.

- Promotion

- Manage Marketing, Promotion and special events.
- Coordinate all communications for the organization and serve as spokesperson for the Association.

- Organization:

- Consult directly with the President of the Board
- Attend all meetings of the Board of Directors
- Coordinate regular and special meetings of the Board, assist with preparation of agendas, maintain official records, rosters and correspondence; coordinate the annual meeting.
- Work with Treasurer to provide financial accountability for the organizations annual operating budget.
 - Assist Treasurer with monthly reports of revenue and expenses.
 - Work with the Board to prepare an annual operating budget.
 - Monitor the assessment process with the City of Los Angeles;
- Assist in compliance of the Brown Act, BID laws and Proposition 218 requirement.

- Facilitate the development of the annual strategic plan for the Association and to work with the board to establish one-year objectives addressing the following areas:

- Public Rights of Way & Sidewalk Operation/Beautification
- Corporate ID & Organization

- Negotiate and oversee all contracts, subject to Board approval and monitor contracts on behalf of the Association.
- Provide City Clerk with compliance documents.
- Oversee and manage Farmers Market operations to ensure compliance with all Federal, State, County and City regulations

Method of Performing Services Contractor will determine the method, details, and means of performing the above-described services, including the determination of the need for and hiring of assistants at the Contractors own expense. The Association may not control, direct, or otherwise supervise Contractor's assistants or employees in the performance of those services.

Compensation In consideration for the services to be performed by Contractor, Association agrees to pay Contractor the sum of Five thousand dollars (\$5,000.00, per month commencing with the payment for July 2017, payable August 1, 2017 and continuing on the first day of the month, ending July 1, 2018. Extension of this agreement shall be subject to negotiation between the parties 60 days before contract end date.

Tools and Instruments Contractor will supply all tools, equipment, and supplies required to perform the services under this Agreement with exception of Copy Paper and Copier ink, to be billed as needed, payable within 30 days.

Workers Compensation Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify Association for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

Insurance Contractor agrees to maintain a policy of insurance in the minimum amount of _____ Dollars (\$ _____) to cover any negligent acts committed by Contractor or Contractor's employees or agents during the performance of any duties under this Agreement. Contractor further agrees to hold Association free and harmless from any and all claims arising from any such negligent act or omission.

Obligations of Association Association agrees to meet the terms of all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.

Assignment Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Association or Contractor without the prior written consent of Contractor and Association.

Termination of Agreement. Notwithstanding any other provisions of this Agreement, either party hereto may terminate this Agreement, for cause only, at any time by giving 30 days written notice to the other party.

General Provisions

Notices Any notices to be given hereunder by either party to the other may be effected either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change that address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date of mailing.

Entire Agreement This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the performance of services by Contractor for Association, and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

Partial Invalidity If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of California.

North Figueroa Association

by _____
Thomas Wilson, President

Misty Iwatsu, Contractor